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ABSTRACT

As programs serving young children and their families increasingly work together to provide services, written agreements or contracts become more important in clarifying the roles of each partner in the collaboration. This document provides guidance in developing written agreements between Head Start programs and other programs or agencies. The guidebook begins with a definition of a partnership agreement and makes suggestions for negotiating such an agreement. The guidebook further describes the process in developing a written agreement, including: (1) creating a shared vision; (2) learning about community needs, resources, and services; (3) developing goals; (4) increasing awareness of innovative strategies; (5) deciding agency responsibilities and setting timelines; (6) committing resources; (7) developing the written agreement; and (8) developing a means of monitoring the progress of the collaborative relationship. In addition, the guidebook lists elements that all written agreements should contain. The guidebook concludes with questions agencies may keep in mind as they consider collaborating with one another and asserts that developing relationships across agencies offers a better chance of addressing needs than working on them separately and partially. A list of resources completes the guidebook. Appendices include: checklists detailing a process for crafting a system of pro-family education and human services and delineating indicators of system change; group activities to encourage agency participants to deal with difficult issues; a list of elements of successful partnership agreements/contracts; and sample written agreements between Head Start programs and child care or other agencies. (KB)

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GUIDEBOOK TO DEVELOPING

A

COLLABORATIVE PARTNERSHIP

WRITTEN AGREEMENT

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(618) 583-2083/2088 or email us at dhsd60a2@dhs.state.il.us or dhsd60a4@dhs.state.il.us

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Together We Can..A guide for Crafting a System of Pro-Family Education & Human Services

Dealing with Hard Questions and Tough Issues

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Sample Written Agreements

INTRODUCTION

A partnership agreement is a document that formalizes the partners' commitment to collaboration and serves many purposes, including identifying: the shared vision & goals; the work to be done; the roles of each partner; and a general time frame for action. This document can also serve as a reference point. Sometimes a partnership can offer so much potential that its direction becomes unclear. Partnership agreements are useful in maintaining focus and evaluating what has been achieved.

A written agreement can look deceptively simple, but beneath it lays lots of discussion and consensus building. The development process has tremendous value. The dialogue that occurs will help frame the work to be accomplished and the next steps to be taken. It cannot be written without first assessing the needs of children and families, developing a team to guide the effort, and obtaining agency support.

We rely on contracts or other written agreements to clarify the roles of each partner in the collaboration. Well-constructed written agreements help the partners think clearly about what they have agreed to during the discussions. By answering, the "what," "when," and "how," questions, the collaborative agreement can provide partners with the information they will need to help monitor the progress of the partnership. Written agreements should also provide guidance to the parties in case the partnership fails.

In some communities, partners may develop written agreements that pertain to the structure of the collaboration itself: how it will be governed, funded, and managed. Others may address only the services that the collaborative partners will deliver jointly. Still others will develop agreements to spell out the responsibilities of each partner in performing the work of the partnership.

No matter what form the written agreement takes, make sure that each partner understands and supports the following:

- That all partners have a shared vision, a common understanding of the needs of children & families, and clear directions for the partnership.
- That all partners are familiar with existing services and programs so that the collaboration is welcomed and supported in the community.
- That all partners have a clear understanding of the goals, strategies, & responsibilities.
- That all partners accept the written agreement to guide their efforts.

Negotiation

Once you have made the decision and selected a partner(s), the next step is to negotiate a mutual agreement. Programs should select staff members who have expertise in a certain area or who can provide support as a member of the negotiating team that represents the agency. These individuals should be aware of their role and able to articulate their role in the process. Prior to the negotiation process, it is critical that each partner take some time to familiarize themselves with the other partner and their organization. Another key point is that all partners must be clear on issues, positions, and interests: what you want and why you want it.

In successful negotiation, all parties will leave the table with their priority needs satisfied. Collaborative partners reach a win-win agreement when they share a common goal and each of the partners has some of its needs met. According to negotiation experts Roger Fisher and William Ury, "A wise agreement can be defined as one which meets the legitimate interests of each side to the extent possible, resolves conflicting interests fairly, is durable, and takes community interests into account."[1]

Each of us engage in negotiation every day and some of us are more skillful than others. Some traits are natural while other skills can be developed as effective working strategies:

- Understanding human behavior - being able to observe others and try to figure out what makes them "tick."
- Treating colleagues with respect - make sure that when you participate in discussions, you do not say something that will create bad feelings or undermine trust.
- Be an active listener and clear communicator - listen to and understand what others are saying. Ask open-ended questions to clarify and probe for underlying interest.
- Be tenacious – do not lose sight of your goal(s) or the goal(s) of your partner(s). Make sure all parties' interests are met, instead of settling for a quick but unsatisfactory compromise.

[1] R. Fisher and W. Ury. *Getting to Yes.* 1992. New York: Penguin Books.

Purpose of Agreements

The purpose of the negotiation process is to reach an agreement on the reason for the collaboration. The following information gives some guidance on the process to developing a written agreement.

Partners need to create a vision that is shared by both parties.

Collaborative partners must create a vision that captures the commonalities in working together. By developing the vision together, partners can reach a consensus, unite the team and develop plans of action. Partners will be able to view each other's values and what they hope to accomplish for children and families.

Partners need to know about the community's needs, resources, and services.

Children and families living in low-income communities often times have many complex issues. Sometimes the task of identifying available resources and the range of services presents a problem in itself. Collaborative partners can gather this information by reviewing the Head Start Community Assessment, Community Service Directory and other community publications that give a picture of the resources and services available for families. This will give the team a beginning point in developing services which enhance/extend those already being provided, identify gaps in service, and connect with existing programs.

Additional Points for Successful Negotiations

(Source: Website of QUILT: http://www.quilt.org)

1. Honor the relationship.
2. Be realistic and fair.
3. Recognize that each partnership is unique.
4. Know your bottom line.
5. Know the difference between "position" and "interest."
6. Take a fresh look at practices and standards of both partners.
7. Allow sufficient time for partners to work out details.

Partners need to develop goals.

Develop goals for the collaborative partnership that identify the short and long-term outcomes for children and families. Goals should be child and family focused and based on the information gained from the community assessment, parent contacts and identified child and family needs.

Partners need to increase their awareness of innovative strategies.

Reviewing innovative strategies that other programs are using will help you identify which strategies are best for your particular community. There are many programs around the country that are willing to share information with others about strategies that have been proven to have a positive effect on children, families, and communities. In your quest for strengthening early care and education services, you must look at your most successful strategies, review new, innovative ones, and identify how you can tailor them to the uniqueness of your community. Strategies should be innovative and based on the goals of the partnership. Teams can research other programs that are implementing the same or similar services to get ideas and/or support.

Partners must decide who will be responsible for what and set achievable timelines.

Each partner will need to define, discuss, and negotiate its role in the collaborative partnership. Decisions will have to be made about the tasks to be completed, which partner will be responsible for completing each task, and the timelines in which the tasks will be completed. This process will take some time and will require partners to negotiate. Partners should be confident about and able to articulate capabilities, position, and interest. They should evenly divide the work, creating a balance of shared responsibility in completing the tasks. Also partners will need to agree on what strategies are to be used and be able to identify what other successful community supports and resources are available for implementation.

Partners should come prepared to commit resources.

Approach this issue with an earnest commitment to supporting the goals and the needed change. Resources can take the form of funding, staff, materials, supplies, transportation, and facilities, often in combination. An adequate commitment of funds and other resources demonstrates your full support of the partnership agreement and enhancement of programming for children and families. [2]

Partners will need to develop a written agreement.

Most programs that agree to develop a collaborative partnership function under a written agreement or contract. This agreement describes the parameters of the collaboration and summarizes the tasks, responsibilities, and timelines for each partner. The agreement should be clear, concise, and written in language that is sensitive to all partners. It takes time to develop an agreement that all parties agree to and may require some revisions before all parties are satisfied. Getting the agreement signed by the directors of the agencies signifies a time to celebrate and publicize the collaboration throughout the community.

Partners will need to develop a means of monitoring the progress of the collaborative partnership.

After developing the written agreement and beginning to implement services, partners must have a means of measuring the progress of the collaboration. Partners may develop tools or use tools that have already been developed. It must be decided what you are measuring, how often you will monitor, and what will be done with results. Many programs use this information to look at the collaborative strengths and to address issues/obstacles in making changes to improve the collaboration. This information can also be used in reports to funders about the progress of the partnership and to continue developing support in the community and with families.

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Website of QUILT (Quality in Linking Together, Early Education Partnerships): www.quilt.org

TIPS TO REMEMBER IN DEVELOPING A WRITTEN AGREEMENT

The form of the written agreement depends on the nature of the contract/agreement and the preference of the partners. **It is recommended that you consult your organization's attorney or legal advisor for guidance in this area.** Following is a list of elements that all written agreements should contain:

- ✓ **Identity & legal status of the partners** - *Clearly spell out each partner's status in the agreement.*
- ✓ **Period of agreement** - *The effective beginning and ending date of the agreement.*
- ✓ **Scope/Vision** – *state purpose of the agreement and what is to be accomplished through the partnership.*
- ✓ **Statement of performance** - *Clearly spells out exactly what each partner will be responsible for and complete during the agreement period.*
- ✓ **Local state and federal regulations** - *Cite any local, state and/or federal regulations that partners need to comply with to deliver services.*
- ✓ **Payment schedule** - *This should be clearly stated in situations where payments are to be made for specific services to a partner. The agreement should include a description of services to be delivered, the amount of the payment, reports that need to be submitted and when, how often and how the payment will be made.*
- ✓ **Prior approval requirements** - *Identify operational details that require prior approval.*
- ✓ **Equipment/materials ownership** – *The agreement should address the use of equipment and materials purchased with collaboration funds and ownership of it when the agreement ends.*
- ✓ **Liability/Insurance** – *Identify legal and liability responsibilities of each partner. Also state insurance requirements if applicable*
- ✓ **Public relations** – *Address how the collaboration will be publicized within the community.*
- ✓ **Staff employment and professional development** – *Include required staff qualification and professional development activities to be provided.*
- ✓ **Record keeping** – *Clearly describe the records that need to be maintained, the format to be used, who keeps records and where they will be located.*
- ✓ **Monitoring & progress reports** – *The agreement should describe the types of monitoring & progress reports to be completed and how this information will be used in improving services.*

- ✓ **Lines of authority and communication** – *Partners should include the lines of authority of each agency involved in the partnership. Lines of communication within the collaboration should be clear and open to everyone. You may want to spell out the frequency of meetings and/or contacts.*
- ✓ **Agreement changes** – *The agreement should clearly state the policy/procedure one must follow in making changes to the initial agreement.*
- ✓ **Conflict of interest** – *The agreement should contain a statement that addresses what happens when there is an actual or potential conflict of interest that may affect the partnership.*
- ✓ **Confidentiality** – *As partners become privy to information about the children and families they serve, they must decide on how, when and what information will be shared in a confidential manner.*
- ✓ **Contact person(s)** – *Include a list of contact persons for each organization. It can be the person who signs the agreement or a representative of the agency.*
- ✓ **Dispute resolution and grievance procedures** - *Have a clause that states how disputes will be resolved and how grievances will be handled.*
- ✓ **Renewal/Termination** – *Include a statement that covers renewal policies and procedures. Partners should agree on a policy that reflects the obligations of each partner in case the partnership does not work out. It should include the types of instances that would cause termination, the length of notice required before termination, and any penalties that need to be paid to end the agreement.*
- ✓ **Signatures** – *The organizational level of the parties signing the agreement will vary according to the nature of the agreement. As a rule in community collaborations, " the higher the level of the signature, the better for long-term support.*

CONCLUSION

As you begin to develop agreements with other community agencies, ask yourself these questions:

1. What assets can each agency bring to this collaboration?
2. What are the major barriers to such activity and how can these be overcome? Barriers may include: differences in language, culture, mandates, regulations, accessibility to resources, knowledge and power.

In many respects, these two questions need to be addressed together because the assets each brings are simply the reverse side of the barriers that exist to forging relationships. Each agency has its own strengths and limitations; its strengths can benefit the other agency and its limitations can be addressed by the strengths of the other agency. This means, however, that each also has a different language, culture, and worldview that must be reconciled in joint working relationships.

A number of conditions exist today that make efforts to forge these partnerships favorable. These include:

- Increased attention in community building and services with special attention to low-income children, families, and communities.
- Increased awareness that no single strategy will create sufficient response to the needs of children, families, and communities.
- A significant push to address human and community needs and to work for change more comprehensively and collaboratively.
- Emergence in policy and program development of the need to view neighborhood residents as participants and leaders and not as clients.
- Examples of various types of inter-agency working relationships across the country producing results-to build on and to "replicate" elsewhere.
- New targets of opportunity to explore possibilities and demonstrate the strengths of inter-agency working relationships.
- Increased foundation and support for community-based collaboration and holistic approaches that embrace family, community and economic development.

Of course no one can draw up an outline of sure steps in creating a written agreement with strategies for effectively taking on the major obstacles to collaborating services. Developing relationships across agencies should offer a better chance of truly addressing those needs than working separately and partially on them.

RESOURCES

Head Start: *Moving Ahead* – Competency-Based Training Program, Section 4-D, Collaboration: Negotiating and Formalizing Agreements.

The Early Care and Education Community Collaborative Tool Kit: A collection of Activities to support collaboration and early care and education. The Texas Head Start State Collaboration Project. 1997.

QUILT (Quality in Linking Together, Early Education Partnerships) @ http://www.quilt.org

NHSA: Promising Partnerships I & II: How to Develop Successful Partnerships in Your Community @ http://www.nhsa.org

National Network for Collaboration @ http://crs.uvm.edu/nnco/

North Central Regional Educational Laboratory @ http://www.ncrel.org

National Governor's Association Center for Best Practices @ http://www.nga.org

Are WE Ready? Collaboration to Support Young Children and Their Families. Available at no cost from:
Council of Chief State School Officers
One Massachusetts Ave., NW, #700
Washington, DC 20001-1431

Cooperation, Coordination and Collaboration: A Guide for Child Care and Head Start Programs
Available at no cost from:
Administration for Children, Youth, and Families (DHHS),

Child Care Collaboration: An Internet Resource Pathfinder,

and

Effective Collaboration Between Childcare Agencies: A Bibliography

All three are available through the Head Start Bureau
@ http://www.acf.dhhs.gov

Together We Can

A Guide for Crafting a Profamily System of Education and Human Services

Atelia I. Melaville
Center for the Study of Social Policy
and
Martin J. Blank
Institute for Educational Leadership
with
Gelareh Asayesh

U.S. Department of Education
Office of Educational Research
and Improvement

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Appendix A

Checklist 1
Process for Crafting a Profamily System of Education and Human Services

	Yes	No	Action Required
Stage One: Getting Together			
■ Has a small group decided to act?			
■ Do the players meet the following criteria for membership in the collaborative: —clout; —commitment; and —diversity?			
■ Are the right people involved, including: —consumers; —public-sector organizations; —private providers and nonprofit organizations; —businesses and business organizations; and —elected officials?			
■ Have partners established a strong commitment to collaborate as evidenced by: —deciding whether collaboration will work; —agreeing on a unifying theme; —establishing shared leadership; —setting ground rules; and —securing financial resources for the collaborative's planning efforts?			
■ Have partners reflected on their work and celebrated their accomplishments?			
Stage Two: Building Trust and Ownership			
■ Has the collaborative built a base of common knowledge by: —learning about each other; —learning to value personal style differences and to resolve conflicts; and —achieving "small victories"?			

	Yes	No	Action Required

- Has the collaborative conducted a comprehensive community assessment that:
  - —identifies indicators of child and family needs;
  - —produces a profile of child and family well-being in the community;
  - —assesses the existing service delivery system from the perspective of families and frontline workers;
  - —maps existing community services; and
  - —identifies other community reform efforts?
- Have partners defined a shared vision and goals for changing education and human services by:
  - —learning from others' experiences;
  - —asking hard questions; and
  - —writing a vision statement?
- Has the collaborative developed a mission statement that clarifies its role in the community as a decisionmaking body?
- Has the collaborative communicated its vision and mission to the community and received public endorsement from the community's major institutions?
- Have partners reflected on their work and celebrated their accomplishments?

Stage Three: Developing a Strategic Plan

- Has the collaborative narrowed its focus to a specific neighborhood for launching a service delivery prototype?
- Has the collaborative conducted a neighborhood analysis that:
  - —identifies key neighborhood leaders who should be involved in prototype planning; and
  - —assesses the service delivery system in the area?
- Has the collaborative defined the target outcomes that its prototype service delivery design will address?
- Has the collaborative engaged a person to direct the prototype and involved this person in the planning process?
- Has the collaborative developed a strategy for involving the neighborhood's leaders, school principals, teachers, and agency directors and frontline workers?
- In making service delivery choices, did the collaborative:
  - —select what services the prototype would offer;

	Yes	No	Action Required
—develop criteria for assessing its prototype design;			
—determine a service delivery location that is comfortable for the neighborhood children and families;			
—consider a school location; and			
—decide how to finance the prototype's services?			
■ Has the collaborative developed the technical tools of collaboration, including:			
—interagency case management;			
—common intake and assessment forms;			
—common eligibility determination;			
—a management information system; and			
—procedures for dealing with confidentiality and sharing oral and written information?			
■ Is a mechanism in place for using program-level intelligence to suggest system-level changes?			
■ Have partners signed interagency agreements to facilitate accountability?			
■ Has the collaborative defined its governance structure so it can make policy changes at the service delivery and system levels?			
■ Is a structure in place to help the prototype director deal with operational issues as they emerge?			
■ Have partners reflected on their work and celebrated their accomplishments?			
Stage Four: Taking Action			
■ Do job descriptions for prototype staff reflect the collaborative's vision of high-quality service delivery and staff responsibility for achieving anticipated outcomes?			
■ Has the collaborative designed and implemented a comprehensive and interdisciplinary staff training program?			
■ Are mechanisms in place to facilitate communications and to nurture the relationship between prototype staff and school personnel?			
■ Is the collaborative implementing an inclusive outreach strategy?			
■ Have partners incorporated sensitivity to race, culture, and gender into the collaborative and prototype?			
■ Is the collaborative evaluating progress by:			
—using process evaluation techniques; and			
—measuring outcomes?			

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	Yes	No	Action Required
■ Have partners reflected on their work and celebrated their accomplishments?			

Stage Five: Going to Scale

■ Is the collaborative ready to adapt and expand the prototype to additional sites?			
■ Is there a strategy for developing collaborative leaders and incorporating the concepts of collaboration into partners' professional development programs?			
■ Is the collaborative working with local colleges and universities to change the character of professional education to reflect the vision of a profamily system?			
■ Do inservice training programs include strategies and tactics for collaboration?			
■ Are partners working to deepen the collaborative culture within their own organizations by: —applying the collaborative's vision; and —providing rewards and incentives for staff that demonstrate a commitment to collaboration?			
■ Is the collaborative formulating a long-range financing strategy?			
■ Has the collaborative built a formal governance structure?			
■ Does the collaborative have a strategy for building and maintaining a community constituency for its work?			
■ Is the collaborative promoting change in the federal government's role in delivering services for children and families?			
■ Is the collaborative continuing to reflect and celebrate as it "climbs the mountain" of systems change?			

Checklist 2
Indicators of Systems Change

	Yes	No	Under Consideration	Rejected	Next Steps
Are interagency agreements in place?					
■ Are they reviewed periodically?					
■ Are agency agreements negotiated with the clear understanding that they are meant to be binding?					
■ Are policies in place to address agreements broken in "bad faith"?					
Do program-level information and intelligence trigger policy-level changes across multiple systems?					
■ Is there a case management system or other method for collecting information on a case-by-case basis to determine what services children and families need that are not available and what barriers prevent them from using services that are available, including transportation, cultural and interpersonal issues, and eligibility rules?					
■ Is there a person or committee designated to analyze this information, to identify those barriers that could be resolved by policy-level actions, and to summarize findings?					
■ Is there a procedure in place to ensure that the collaborative reviews this information? Has action been taken as a result?					
Have partners developed shared information systems?					
■ Is there ready access to each other's records?					
■ Are shared confidentiality protocols in place?					
■ When agencies implemented and expanded computer systems, did they take into account interagency access capabilities and information-sharing needs?					
■ Have agencies replaced separate in-house forms to gather the same kind of information with a common form used by all members or other organizations to establish program eligibility? Assess case management needs? Develop case plans?					

	Yes	No	Under Consideration	Rejected	Next Steps

Have partner agencies incorporated the vision and values of the collaborative at their administrative and staff levels?

- Have partners altered their hiring criteria, job descriptions, and preservice or inservice training to conform to a vision of comprehensive, accessible, culturally appropriate, family-centered, and outcome-oriented services?
- Have partners changed the design hours, and location of waiting rooms and interviewing offices, or revised the nature of services?
- Has there been cross-training to share factual information among all of the agencies working together to provide school-linked services?
- Have partners developed training to help staff consider the extent to which they are willing to let collaborative's goals and objectives influence their day-to-day interaction with each other and with children and families?
- Is there a change in the way teachers, principals, and service providers relate to each other? To their students? To others they serve?
- Are redirected staff assigned to work in school-linked centers keeping in touch with policies and agencies?
- Is there basic agreement on who they need to serve, what they should be doing, and what results they should expect?
- Are outcome goals clearly established?
- Has the collaborative used its data collection capacity to document how well children and families are faring in their communities and how well agencies and child-serving institutions are meeting their mandates?
- Are these data used strategically both within the collaborative and in the larger community to advance the collaborative's goals?
- Are outcomes measurable? Do they specify what degree of change is expected to occur in the lives of children and families during what period of time?
- Is shared accountability a part of outcomes that reflect education, human service, and community goals and objectives?
- Is public accountability established?

	Yes	No	Under Consideration	Rejected	Next Steps
■ Are periodic community report cards released and public meetings and forums conducted to keep the public apprised of specific collaborative accomplishments and overall progress toward improving key indicators of community well-being?					
Has the collaborative devised a financing strategy to ensure long-term funding?					
■ Are plans in place to support new patterns of service delivery beyond the prototype level?					
■ Have partners drawn a financial resource map to identify major funding sources entering the community?					
■ Have partners contacted state liaisons to explore how current funding sources could be channeled and maximized to support prevention-oriented services?					
Has the collaborative gained legitimacy in the community as a key vehicle for addressing and resolving community issues regarding children and families?					
■ Does the collaborative have a voice that is heard in the community?					
■ Are the collaborative's positions on community issues supported by commitments from public and private service providers, the business community, and the church- and neighborhood-based organizations whose members are often most directly affected by collaborative decisionmaking?					

Dealing With Hard Questions and Tough Issues

When You're Afraid to Say It Out Loud! Have each person identify one or two issues of concern that affect the group and how it works together. These should be issues that people think have to be addressed and resolved. Write concerns on note cards anonymously. Facilitator writes all responses on newsprint. You can go several ways with this:

a. Identify broad categories or over-lapping concerns as a whole group or let a sub-group do it and present back to whole group.

b. As a whole group or in smaller groups of six or seven, do a "go-round" in which each person speaks to an urgent issue or concern on the newsprint that is **not** one that they wrote down. This is not the time to do "back and forth" responses. The purpose is to hear what everyone has to say about issues they feel strongly about.

c. After identifying the two or three issues people feel are most important to address, divide up in three's for an extended conversation about these issues. (Different groups might choose different issues to address.) You might use some questions to frame a pro-active discussion that can lead to suggestions and solutions.

These Are My Hot Buttons! Sometimes tensions within a group worsen simply because no one will say what's bothering them about how individuals are interacting with each other or how the group does its work together. One way to get at this stuff is to ask individuals to identify one or two hot buttons that you want others to know about---situations or behaviors that you would like to red flag so there is the possibility that they can be reduced or eliminated. A couple of ways to frame this:

"My hot button gets pushed when_____. I would like people to consider _____an alternative_____."

"I feel frustrated when_____. I wish instead that _____."

Ouch! That Hurts! When "back biting", openly harsh criticism, and down right nasty personal interactions are rife within a group one option is to have everyone in the group hear it out loud and then deal with it. One way to do this is to ask individuals to write down one or two comments they often hear that are hurtful, make them very angry, or do damage in a way that prevents the group from being cohesive and effective. The facilitator reads the comments out loud to everyone. Processing afterwards might include these questions: "How did it feel to hear these comments?" "What kind of climate do these comments create?" "Where do we go from here?"

CIVITAS Associates, 4944 Lindell Blvd., #6E, St. Louis, MO 63108

OHIO'S EARLY EDUCATION
PARTNERSHIP DEVELOPMENT TOOL
ELEMENTS OF SUCCESSFUL PARTNERSHIP AGREEMENT/CONTRACT*

Administration/Management

- Contractual Period, Times & Review Process
- Number of children to be served
- Hours/day-Days/week- Weeks/year
- Signature Provision of Key Parties
  - Notification of partnerships to County Department of Jobs and Family Services
  - CDJFS child care contact:_____ phone:_____
- Financial Agreement & Payment Procedures
  - Start-up resources/costs or one-time improvements: supplies, equipment, renovation
  - Direct Resources: stipends, reimbursements, purchase of service, one-time expenses
  - Indirect Resources: staffing, supplies, equipment
  - Invoice & Payment System
- Contract Amendments, Contract Renewal & Termination
- Liability/Insurance
- Conflict of Interest/Prohibited Activities
- Dispute Resolution & Grievance Procedures

Reporting

- Record Keeping
- Child Care Coding/Data Tracking with County Department of Job & Family Services
- Transfer of Information
- Confidentiality
- Documentation on annual basis of direct & indirect resources, number of children served by county/area served, number of families served

Services and Staffing

- Role of Head Start & Role of Child Care
- Implementation of Federal Head Start Program Performance Standards
  - Child Development & Health
    - Curriculum, screenings, assessments, nutrition services, children with disabilities
  - Family & Community Partnerships
    - Home visiting, parent meetings, newsletters, communications
  - Program Design & Management
    - Policy Council representation, community assessment, transportation
- Documentation of children's progress/outcomes: federal & state

Issue Discussed	Emerging Strategy	Incorporated into Contract	Date Reviewed/ Status

OHIO'S EARLY EDUCATION
PARTNERSHIP DEVELOPMENT TOOL
ELEMENTS OF SUCCESSFUL PARTNERSHIP AGREEMENT/CONTRACT*

Issue Discussed	Emerging Strategy	Incorporated into Contract	Date Reviewed/ Status

Services and Staffing (continued)

- Key Positions: Staff Qualifications, Joint Interview, Hiring, Salaries/Benefits, Performance Evaluations, Personnel Policies, Roles/Responsibilities
  - Teacher, Assistants, Support Staff
  - Case Manager/Family Advocate/Family Service Worker (Social Services Staff)
  - Partnership Manager/Coordinator

Professional Development

- Sharing & Coordinating of preservice, inservice &/or other educational opportunities
- Plan of action to meet the Child Development Credential (CDA) &/or Associate Degree requirements
- Individual Professional Development Plans
- Resource needs: financial, scheduling, personnel (such as substitutes, additional staff)

Quality Assurance/Communications

- Program compliance with local, state & federal regulations & policies
- Process of exchange/notification of alleged/documented licensing issues or child abuse, including plan/strategies to address
- Assistance with parents who have lost employment and notification to County Department of Job and Family Services.
- Participation in Head Start's yearly self-assessment process
- Participation in Head Start's federal & state review process
- Development & implementation of continuous improvement plans
- Frequency of Head Start/Child Care meetings (monthly, quarterly, other)
- Frequency of visits to center/homes to adherence to Performance Standards
- Networking of all partners, including County Department of Jobs & Family Services, Child Care Resource & Referral Agencies, Local School Districts, etc.

*Programs may consider working with financial and/or legal specialist to develop agreements/contracts and any corresponding policies and procedures. As a legal document, the agreement/contract protects all partners' best interests. To limit the number of pages in the partnership agreement, many partnership programs include an addendum that describes how the partnership conducts business.

Document prepared by the Head Start/Child Care TA Workgroup, Head Start Collaboration Office, Ohio Family & Children First, May 2001. If you need assistance with partnership contracts, please contact Terrie Hare the Head Start Collaboration Director at 614/752-4044 or email Haret@odjfs.state.oh.us

SAMPLE WRITTEN AGREEMENTS

Head Start-Child Care Collaboration Agreement:

Mifflinburg Children's Center HS/CC Classroom
Head Start: SUMCD Head Start Program
Child Care: SUMCD Child Care Program
7/98 - 6/99

I. Purpose of the collaboration:

1. To create full-day, full-year early care and education services for low income families who are working or in job training and who need and are interested services that Head Start and Child Care can offer collectively.

2. To coordinate the resources, skills, and expertise of Head Start and Child Care to provide a high quality service for families and children.

II. Brief description of the collaboration:

1. This collaboration is a model which completely combines staffing and resources such that staff are jointly funded by HS and CC, job descriptions are completely comprehensive for both programs and the goals related to both programs, parents are presented with only one "joint" program and one center staff team, yet there is a Head Start and a Child Care part of each day (252/year) established for funding and cost allocation purposes only. The HS time of day will be from 8am - lpm; CC times of the day will be before and after that as per individual child/family needs. The teacher/group supervisor must meet the most stringent requirements of either HS and CC and is responsible for full application of the HS Early Childhood component including all home visits and center parent-teacher conferences. One family support staff person is assigned to this class only and will respond to family or staff requests for assistance along with the health services standards. Staff are oriented to consider themselves employees of both programs.

III. Parties involved and key collaboration contact person(s) in each program:

1. This collaboration is being established between two distinct programs both administered by SUMCD but traditionally managed by different and distinct staffs.

2. Key contact persons:
This collaboration will be managed and problem solved at the center level by the Mifflinburg Children's Center HS/CC Assist. Coordinator, XXXXXXXXXXXX. Key support staff will include:

Child Care: XXXXXXXXXXXX, Child Care Coordinator
XXXXXXXXXi, Child Care Enrollment Manager

Head Start: XXXXXXXXXXXX, Early Childhood Dev. Coordinator
XXXXXXXXXX, Family Support/Health Assistant
XXXXXXXXXX, Family/Community Partnerships Coordinator
XXXXXXXXXXXXXXXXX, Health/Nutrition Coordinator
XXXXXXXXXXXXX, Asst Coordinator for Disabilities

Local Management Agency: XXXXXXXXXXXX, LMA Director
(Distributes subsidized child care vouchers)

IV. Head Start Program responsibilities:

1) Early Childhood Development and Health Services	
Description	**Accountability to?**
The Teacher/Group Supervisor, with supervisory support from the HS/CC Asst Coordinator, will be responsible for compliance with all Early Childhood Development performance standards throughout the entire HS/CC day, including the supervision of all staff scheduled in the HS/CC class. Curriculum planning may include periodic meetings with the Child Care Coordinator and the HS Early Childhood Dev Coordinator. The HS/CC Asst Coordinator is responsible for monitoring compliance.	HS Early Childhood Dev.
• The Family Support Assistant, with assistance from the Union/Snyder Health Assistant and the HS Health/Nutrition Coordinator, is responsible for compliance with all Health services performance standards.	HS Health/Nutrition Coordinat

2) Disabilities' Services	
Description	**Accountability to?**
• The HS Disabilities Assistant Coordinator, working with the Teacher/Group Supervisor, will coordinate compliance with all performance standards for the Disabilities component. The entire class team will be involved in the delivery of services to any children with disabilities enrolled in this HS/CC class.	HS Disabilities Coordinator an Executive Director

3) Family and Community Partnerships	
Description	**Accountability to?**
• The Family Support Assistant is responsible for compliance with all Family Partnership performance standards.	HS Family/Community Partnership Coordinator
• The HS/CC Asst Coordinator, the HS Fam/Comm Part. Coordinator and the Executive Director are responsible for compliance with the Community Partnerships performance standards. The HS Fam/Comm Partn. Coordinator is responsible for tracking and monitoring compliance.	Executive Director

4) Program Design and Management	
Description	**Accountabilty to?**
• The Assistant Administrator for Human Resources is responsible, with the Executive Director related coordinators and assistant coordinators, for compliance with the human resource performance standards. All staff employed in the HS/CC class will follow the most stringent of either the state licensing standards for child care or the HS performance standards. HS and CC staff will participate in all hiring committees. Policy Council will approve or disapprove all HS/CC positions employed between 8am and 4pm. The only exception will be early morning and/or late afternoon very part-time teacher aide positions working at child care only times of the day.	Executive Director
• The HS/CC Asst Coordinator is responsible for compliance with the Facilities, materials, and equipment performance standards.	HS Early Childhood Coordinator
• The HS Family/Comm. Partnerships Coordinator, with assistance from the Executive Director, is responsible for compliance with program governance performance standards.	Executive Director
• The Executive Director is responsible for compliance with the management systems and procedures performance standards in conjunction with the other models and classes in the Head Start program.	Board of Directors and Policy Council

V. Child Care Program responsibilities:

1) Early Childhood Development and Health Services	
Description	**Accountability to?**
• The Teacher/Group Supervisor, with supervisory support from the HS/CC Asst Coordinator, will be responsible for compliance with all Early Childhood Development performance standards throughout the entire HS/CC day, including the supervision of all staff scheduled in the HS/CC class. This includes implementation of the HS curriculum and standards during all hours of the day regardless of the allocation of costs for various parts of the day and with various staff. Curriculum planning may include periodic meetings with the Child Care Coordinator and the HS Early Childhood Dev Coordinator.	• HS/CC Asst Coordinator and ultimately the HS Early Childhood Dev. Coord; must keep the Child Care Coordinator informed through the HS/CC Asst Coord. of any problems or concerns with the blending of program goals and activities.

VI. Program Coordination Expectations

1. Routine problem solving meetings: Class staff meetings will be held at least weekly where issues and concerns should be raised; the teacher/group supervisor will keep notes of decisions and problem resolutions in a notebook for staff unable to attend to read at a later date; all HS/CC staff are responsible for keeping up to date on class planning and problem solving.

2. Staff Attitudes: All staff are expected to support both the Head Start and Child Care program goals and objectives. New staff will be given staff orientation to the model and the techniques for bringing the two programs together including the role of all staff and the importance of meeting HS performance standards throughout the day.

3. Agreed upon problem resolution process: All staff are expected to follow ethical communication standards of SUMCD which include the open, respectful, and honest discussion at staff meetings of problems and issues. Staff should also discuss any concerns with the staff person involved, refrain from gossiping or discussing problems with others or pursuing other non-constructive procedures to address problems. It is expected that problems will be resolved at the center level with the HS/CC Asst Coordinator mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command, next step either the Child Care Coordinator or HS Early Childhood Dev Coord (each of these individuals should alert the other of any complaints received), then the executive director, and finally the Policy Council and Board of Directors

4. Participation by Head Start and Child Care in the hiring processes in both programs: Either a coordinator or assistant coordinator level person from both the HS and CC programs will participate in the hiring of all positions employed to provide services to the HS/CC class including: teacher/group supervisor, assistant group supervisors, full-time teacher aides, family support assistant, and HS/CC assistant coordinator.

VII. Evaluation and Program Improvement

1. Annual self assessment of the service collaboration: The executive director or her designee, with assistance from other HS and CC coordinators shall formally or informally solicit feedback from all staff and parents involved in the HS/CC service collaboration to assess the success of the model, management needs/problems, communication needs/problems, etc. A written collaboration assessment shall be prepared identifying areas needing improvement which will be priorities for appropriate staff as defined by job description responsibilities.

2. Validation of self assessment by team of joint program managers: For the first several years until systems of program compliance with both HS standards and CC licensing standards has become established, a separate self assessment team shall be convened by the HS/CC assistant coordinator annually to review regulatory compliance for early childhood development and health services, the most intertwined HS and CC services. A written collaboration assessment shall be prepared identifying areas needing improvement which will be priorities for appropriate staff as defined by job description responsibilities.

3. Annual program improvement plan and follow-up: From the assessment of the service collaboration report and the self assessment of program compliance with applicable regulations, the HS/CC assistant coordinator will prepare an annual program improvement plan for the class/site. This plan will be shared with the HS/CC team and referenced in planning activities throughout the coming year.

4 Annual assessment of partnership: The executive director will evaluate, with feedback from management staff in both programs, whether or not the partnership is functioning to the benefit of families and the HS and CC programs. Information from the collaboration assessment and the self assessment will be reviewed. Additionally, the financial impact of the partnership will be reviewed. The goal is to create and implement win-win partnership for both programs that has a positive impact on children and families.

VIII. Payment for Purchased Services/Shared Costs:

The chart below identifies shared costs. When staff or an expense category is shared, the HS program will invoice the child care program for payment each month. All staff will be on the HS payroll. The Teacher/Group Supervisor will be paid on the HS pay scale and receive HS benefits. All other center staff will follow the child care pay scale and receive child care benefits. All staff will follow the child care

licensing standards, which are more stringent in Pennsylvania, regarding any personnel file or personnel management requirements.

Expense	Child Care	Head Start
• Teacher/Group Supervisor (FT)		100%
• Asst Group Supervisor (FT)	50%	50%
• Teacher Aide (FT)	50%	50%
• Center Director	50%	50%
• Other HS support staff		100%
• Substitute costs to attend HS trainings by any staff involved in HS/CC class		100%
• Benefits…Allocated as per personnel allocations for individual employees		
• Supplies-Class	50%	50%
• Space (HS/CC classroom)	50%	50%
• Food		100% w/CCFP
• Start-up Costs		100%

IX. Termination of agreement by either party:

1. Since this agreement is between two programs with SUMCD, the option to terminate the service collaboration is the responsibility of the executive director.

X. Amendments to the collaboration agreement

2. This agreement can be amended or clarified in writing with the signatures of the HS/CC assistant coordinator, the Child Care Coordinator, the Head Start Coordinator and the Executive Director.

Child Care Coordinator	Date
Head Start Union/Snyder Early Childhood Coordinator	Date
HS/CC Asst Coordinator	Date
Executive Director	Date

Youngstown Area Community Action Council Head Start
And

_____

Agreement for Enhanced Child Care Services

This service agreement is entered into, by and between the Youngstown Area Community Action Council Head Start (hereinafter known as "YACAC HS"), and _____ _____ (hereinafter known as Enhanced Child Care Center).

WHEREAS, the YACAC HS program has received federal Head Start funds through the Youngstown Area Community Action Council, and

WHEREAS, it is the primary concern of both parties that preschool children be given the tools they need to master success in school and that the parents and/or guardians of these children have the education and training opportunities together with supportive services to move them to employment and self sufficiency, and that children should have one care home to allow for consistency and security in their lives.

WHEREAS, this contract will provide Head Start services to _____ children who meet the age and income eligibility criteria according to the Department of Health and Human Services ("HHS"), who live in Mahoning County, and who are attending the Enhanced Child Care Center.

WHEREAS, _____ of YACAC HS, and _____ of _____ shall retain the responsibility of supervision of this project.

WE, THE UNDERSIGNED, AGREE TO THE FOLLOWING TERMS OF THIS PARTNERSHIP:

YACAC HS will ensure the availability of comprehensive, quality driven Head Start services to eligible children and families. In addition, YACAC HS will provide staff support, family and community coordination, training and technical assistance, as needed, to ensure compliance with Head Start Performance Standards.

Comprehensive services provided to the Enhanced Child Care Center shall include, but not be limited to, the following:

I. EARLY CHILDHOOD AND HEALTH SERVICES DIVISION.

A. Education Services.

a1. YACAC HS will provide start-up equipment and materials in accordance with the Head Start Performance Standards.

a2. YACAC HS will provide technical assistance and training for the Enhanced Child Care Center staff when necessary.

a.3 YACAC HS, in conjunction with the Enhanced Child Care Center, will be responsible for conducting and supervising programming that promotes the intellectual, social, and physical growth of children.

a.4 YACAC HS shall make education related recommendations for improvement to the Enhanced Child Care Center, in accordance with the Head Start Performance Standards.

a5. YACAC HS agrees to provide Enhanced Child Care Center staff training in administering the Developmental Screening Tool.

a6. The Enhanced Child Care Center will be responsible for implementing curriculum based upon the developmentally appropriate practices as outlined by Head Start and National Association for the Education of Young Children ("NAEYC") to Head Start eligible children five days per week, for a minimum of 240 days and a maximum of 261 days during the terms of this annual agreement.

a7. The Enhanced Child Care Center must provide a safe and health environment for children and be licensed as required by the Ohio Department of Education.

a8. The Enhanced Child Care Center will provide classroom equipment maintained in good condition, child sized, and age appropriate.

a9. The Enhanced Child Care Center shall maintain staff-to-child ratios that comply with Head Start Performance Standards.

Children	Maximum Class Size	No. of Staff
4-5 years	17-20 children per class, <20	2 paid staff
4-5 years in double session	15-17 children per class, <17	2 paid staff
3 years	15-17 children per class, <17	2 paid staff

a10. The Enhanced Child Care Center shall employ teaching staff that meet the Head Start minimum credential requirement: Lead teacher, Child Development Associate credential (CDA) or Associate Degree in Early Childhood Education or eligibility for CDA assessment within twelve (12) months of the effective date of this agreement.

a11. The Enhanced Child Care Center will assure that all classroom staff meet the State of Ohio Department of Education Child Care Licensing requirements.

a12. The Enhanced Child Care Center agrees to participate in in-service training provided to the staff by YACAC HS.

a13. The Enhanced Child Care Center in accordance with Head Start Performance Standards shall incorporate the following into their lesson plans: nutrition, health & safety, mental health, and diversity on a weekly basis.

a14. The Enhanced Child Care Center shall agree to an Educational Review by YACAC HS educational staff. The review will consist of Curriculum, Lesson Plans, Floor Plans, and Equipment.

a15. The Enhanced Child Care Center's Education Plan must be reviewed and approved by the YACAC HS Policy Council annually, if the plan varies from that of YACAC HS.

a16. The Enhanced Child Care Center will provide three (3) YACAC HS sponsored field trips per year to eligible Head Start children.

B. ***Disabilities Services.***

b1. YACAC HS, as the local Education Agency, will provide services to Head Start eligible children with identified disabilities as required by the Head Start Performance Standards for children with disabilities, and agrees to provide technical support and services for the integration of children identified with special needs.

b2. The Enhanced Child Care Center agrees to provide space for speech therapy services.

C. ***Health Services.***

c1. YACAC HS agrees to provide support services necessary for a comprehensive health program for each Head Start eligible child, which includes, but is not limited to, the following:

* Growth Assessments
* Speech Hearing Screening
* Dental Examinations
* Diagnostic Evaluations, as needed
* Updated Immunizations
* Speech & Language Screenings
* Vision Screening
* Nutrition Assessment
* Mental Health, as needed
* Complete Medical Examination and follow-up treatment for identified problems.

c2. The Enhanced Child Care Center agrees to assist in or provide space for the screenings to be conducted.

c3. The Enhanced Child Care Center agrees to conduct three (3) height and weight assessments on each eligible Head Start child.

c4. The Enhanced Child Care Center will work with YACAC HS to assure that children have their medical examination forms completed within thirty (30) days of enrollment to meet Ohio Child Care Licensing Regulations.

D. Nutrition Services.

d1. YACAC HS will conduct nutritional assessments on every Head Start eligible child.

d2. YACAC HS will review the menu provided by the Enhanced Child Care Center to assure that it meets Ohio State Department of Education Day Care Licensing and Head Start Nutritional Standards.

d3. YACAC HS will make recommendations for menu changes to assure for quality, consistency, and diversity as required by Head Start Performance Standards.

d4. YACAC HS will provide food for monthly nutritional activities to be conducted for the staff and children attending the Enhanced Child Care Center.

d5. The Enhanced Child Care Center will assure that the nutritional needs of the eligible Head Start children are met.

d6. The Enhanced Child Care Center will make meal accommodations for children with allergies.

d7. The Enhanced Child Care Center will assure for family-style meal service, when appropriate, and teachers will sit at the table and eat with the children, carrying on a social/nutritional conversation.

d8. The Enhanced Child Care Center agrees to utilize the USDA CACFP reimbursement program.

E. Mental Health.

e1. YACAC HS will provide parents with training on Mental Health issues.

e2. The Enhanced Child Care Center will permit Mental Health Consultants to visit the classrooms three (3) times per year to review the mental health of the classroom, observe children who are having atypical behavior, and make recommendations for improvements in accordance with the Head Start Performance Standards.

e3. The Enhanced Child Care Center will provide space for classroom Mental Health review.

II. FAMILY AND COMMUNITY PARTNERSHIP DIVISION.

F. Family Development.

f1. Children enrolled at the Enhanced Child Care Center will remain at the center for the full day. YACAC HS hours of operation will be for three and one-half (3½) hours of the total day, Monday – Friday. These hours may be either in before school, evening, or weekend hours for families who express a need.

f2. The Enhanced Child Care Center will assure that each eligible Head Start family completes the YACAC HS data base application within thirty (30) days of the approval of this contract.

f3. YACAC HS will accept the current enrollment packet being utilized by the Enhanced Child Care Center for the first year of the contract.

f4. YACAC HS will provide registration training to staff at the Enhanced Child Care Center.

f5. YACAC HS agrees to refer families to the Enhanced Child Care Center as part of meeting enrollment.

f6. YACAC HS will assess the needs and assets of each family, develop partnership plans, provide referral services, and conduct follow-up services.

f7. The Enhanced Child Care Center will assure that families meeting Head Start income and age requirements complete the Head Start enrollment packet upon registration and will assist in the recruitment process.

f8. The Enhanced Child Care Center agrees to work with YACAC HS to review each other's enrollment packet and compromise on a single packet for registration purposes, which will be accepted by both entities.

f9. The Enhanced Child Care Center agrees to meet 100% full enrollment of the funded number of children within thirty (30) days of the first day of class.

f10. The Enhanced Child Care Center agrees to fill all vacancies within thirty (30) days.

f11. The Enhanced Child Care Center will maintain an 85% average daily attendance of the funded enrollment. The Enhanced Child Care Center is required to keep documentation of reason for absences.

f12. The Enhanced Child Care Center agrees to provide a monthly report of daily attendance forms to YACAC HS by the tenth (10^{th}) of each month.

f13. The Enhanced Child Care Center agrees to provide copies of eligible Head Start children's files to Head Start for auditing purposes within thirty (30) days of a child enrolling in the Enhanced Child Care Center.

f14. The Enhanced Child Care Center will notify the assigned Family Development Specialist/Advocate when a child is absent for more than two (2) consecutive days.

f15. The Enhanced Child Care Center in conjunction with YACAC HS will work cooperatively to ensure that Head Start children currently enrolled, attending, and participating in the Enhanced program are not expelled or suspended.

If a funded child's enrollment, attendance and/or participation is violating a city, state, or federal government regulation or law, copies of the written violation must be provided by the Enhanced Child Care Center to YACAC HS thirty (30) days prior to releasing the child.

f16. The Enhanced Child Care Center agrees to abide by the State of Ohio law, to report any suspicion of child abuse or neglect to Children Services Board and inform the Head Start Family Development Specialist/Advocate.

G. Parent Involvement.

g1. YACAC HS will provide the Enhanced Child Care Center with a schedule of Parent Training Workshops and, when available, transportation to the workshops.

g2. The Enhanced Child Care Centers, as a group of five (5), will have two (2) representatives who will sit on the YACAC HS Policy Council.

g3. The Enhanced Child Care Center agrees that parents sitting on Policy Council must be parents of currently enrolled Head Start eligible children.

g4. The Enhanced Child Care Center staff cannot sit on the Policy Council as voting or non-voting members in accordance with Head Start Performance Standards, but may attend any meeting as a visitor.

g5. The Enhanced Child Care Center will encourage parents to volunteer in the classroom and will provide evidence of such through Inkind Volunteer Forms provided by YACAC HS.

g6. The Enhanced Child Care Center agrees to provide space to conduct monthly parent meetings in the evening or on Saturdays.

g7. The Enhanced Child Care Center will submit Inkind Volunteer Forms to the Parent Involvement Manager by the tenth (10^{th}) of each month.

H. ***Transportation Services.***

h1. YACAC HS will assess the transportation needs of the Enhanced Child Care Center.

h2. YACAC HS will coordinate daily transportation services for eligible Head Start children attending the Enhanced Child Care Center.

h3. YACAC HS will provide the Enhanced Child Care Center transportation to three (3) field trips per year.

h4. The Enhanced Child Care Center will conduct one (1) monthly bus/van evacuation drill.

h5. The Enhanced Child Care Center agrees to communicate daily with the Transportation Department with any changes that may affect transportation services, *e.g.*, snow day, child not attending, family relocates, etc.

III. ***PROGRAM DESIGN AND MANAGEMENT.***

I. ***Assessments & Monitoring.***

i1. YACAC HS agrees to provide training in Head Start Performance Standards and Head Start Performance Standards for Children with Disabilities.

i2. YACAC HS agrees to provide the Enhanced Child Care Center with a copy of every observation/assessment conducted at the site.

i3. The Enhanced Child Care Center agrees to participate in an annual self-review using the P.R.I.M.E., with input and participation of the Enhanced Child Care Center Staff, Head Start staff, parents, and community representatives.

i4. The Enhanced Child Care Center agrees to meet full compliance with Head Start Performance Standards.

i5. If the Enhanced Child Care Center falls below 100% compliance, it will be required to develop a Quality Improvement Plan and come into compliance within ninety (90) days.

i6. The Enhanced Child Care Center will post compliance letters from the Ohio Department of Education and will submit a copy of all compliance letters to the YACAC HS Facilities Manager.

i7. The Enhanced Child Care Center agrees to permit YACAC HS staff unlimited access for the purpose of technical assistance, record keeping, and other means of compliance activities.

i8. The Enhanced Child Care Center agrees to allow periodic unannounced visits by YACAC HS staff for auditing purposes.

J. ***Management Information Systems.***

j1. YACAC HS agrees to provide the Enhanced Child Care Center with a computer, modem line, database, and printer to develop statistical information for state and federal reporting purposes.

j2. YACAC HS agrees to provide data base training to the Enhanced Child Care Center.

j3. The Enhanced Child Care Center agrees to input information on eligible Head Start children into the database.

j4. The Enhanced Child Care Center agrees to allowing Data Systems Manager to review data base computer files for accuracy of input and to generate reports to meet any federal or state reporting requirements.

K. ***Fiscal.***

k1. YACAC HS will provide assistance in financial record keeping, purchasing, and other fiscal responsibilities as needed by the Enhanced Child Care Center.

k2. YACAC HS funds must be used for the sole purpose of services of Head Start eligible children and families.

k3. The Enhanced Child Care Center agrees to participate in the development of Inkind contributions to support program activities.

k4. The Enhanced Child Care Center agrees to provide 20% of the total funding through Inkind/Donated Services.

k5. The Enhanced Child Care Center agrees that in the event any religious instruction is provided, these services must be rendered void of any equipment, supplies, and materials purchased with Head Start funds.

k6. The Enhanced Child Care Center will provide a copy of the annual audit to the YACAC HS fiscal department.

L. ***Human Resources and Training.***

l1. YACAC HS agrees to provide training in the following areas:

* Head Start Performance Standards
* Denver Developmental Screening Tool
* Conducting Heights & Weights

* Head Start Registration
* CDA, for Head Teacher in first year; Assistant Teacher after two (2) years of services at Enhanced Child Care Center
* First Aid
* Communicable Disease
* Quarterly State Conference to Administrator
* Acuity's

12. The Enhanced Child Care Center agrees that administrative and program staff of the Enhanced Child Care Center are not staff members of YACAC HS, and therefore, are not subject to Policy Council policies and procedures.

13. The Enhanced Child Care Center agrees to hire teachers who meet the Head Start minimum requirement for a lead teacher (CDA or an Associate Degree in Early Childhood).

14. The Enhanced Child Care Center agrees to give lead staff time to attend CDA training provided by YACAC HS.

15. The Enhanced Child Care Center agrees that their staff will abide by the Head Start Standard of Conduct:

    * They will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.
    * They will follow program confidentiality policies concerning information about children, families, and other staff members.
    * No child will be left alone or unsupervised while under their care.
    * They will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation.
    * In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

16. The Enhanced Child Care Center assures that each staff member have an initial health examination including screening for tuberculosis.

17. The Enhanced Child Care Center agrees that training is important for the continued development of staff, and therefore, in conjunction with YACAC HS, will provide a minimum of fifteen (15) hours of in-service per year.

18. The Enhanced Child Care Center agrees to reimburse for any training, which has not been attended by staff but has been purchased for specific staff at the Enhanced Child Care Center.

M. ***Operations.***

m1. YACAC will not be responsible for any alleged acts of improper supervision or negligence resulting in injuries or damages to a child enrolled in the Enhanced Child Care Center.

m2. The Enhanced Child Care Center agrees that the maintenance, repair, operations, security, and custodial responsibility of the facility lie solely with the Enhanced Child Care Center.

m3. The Enhanced Child Care Center agrees to meet all Ohio Department of Education Day Care Licensing Regulations, City and State Department of Health Regulations, and Building and Fire Regulations.

m4. The Enhanced Child Care Center agrees to provide YACAC HS with a copy of the following documents at the commencement of this contract and at least by the 30th day of August of every year hereinafter.

a. Child Care License
b. Child Care Compliance Letters
c. Food Service License
d. Daily Schedule
e. Lesson Plan Form
f. Staff Resumes, for current and future hires as vacancies occur.
g. Workers Compensation Certificate
h. Certificate of Insurance
i. Parent Handbook
j. Enrollment Forms

m5. The Enhanced Child Care Center space must meet the minimum of 35 square feet of indoor space and 75 square feet of outdoor space per child.

m6. The Enhanced Child Care Center agrees to conduct one (1) monthly fire and tornado drill and will train children how to egress from two (2) different exits.

m7. The Enhanced Child Care Center agrees to maintain in effect a certificate of worker's compensation insurance coverage for the duration of this agreement on all its employees working with Head Start eligible children.

m8. The Enhanced Child Care Center agrees to maintain in effect, for the duration of this agreement, insurance coverage in the following amounts: $1,000,000 per occurrence, $1,000,000 aggregate, $1,000,000 personal injury, $50,000 fire and legal, and $5,000 medical payments. Enhanced Child Care Center will maintain Directors and Officers insurance and will be responsible for any deductible resulting from any claims.

N. ***Applicable Policies.***

n1. The Enhanced Child Care Center agrees to abide by the following regulations:

* Head Start Performance Standards

* Head Start Performance Standards for Children with Disabilities
* Ohio Department of Education Day Care Licensing Regulations
* Component Plans

n2. The Enhanced Child Care Center agrees to provide, within thirty (30) days of enactment of the contract, the following documentation to YACAC HS:

* Child Care License
* Most current license inspection report
* Most current building & fire inspection reports
* Insurance coverage
* Employee Record Sheet – Child Care Licensing

O. Communication.

o1. YACAC HS will provide a schedule of all Administrative Staff Meetings, Staff Meetings, Workshops, and Enhanced Child Care Center Meetings.

o2. YACAC HS will provide copies of newsletters, parent information, and HDS memorandums to the Enhanced Child Care Centers.

o3. YACAC HS will provide a list of staff members' names and phone numbers of who is responsible for the various parts of this contract.

o4. The Enhanced Child Care Center will provide a schedule of field trips, observed holidays, and closedown days.

o5. The Enhanced Child Care Center will communicate immediately through the telephone, followed up with written documentation, any concerns, which can impact the continuation of this contract.

o6. The Enhanced Child Care Center agrees to host, on a rotating basis, two (2) Partnership meetings per year or one (1) per month.

P. Termination and Suspension.

The Youngstown Area Community Action Council may, by giving reasonable written notice specifying the effective date, terminate or suspend this contract, in whole or in part, for cause, which shall include:

(1) Cessation or reduction in funding from the U.S. Department of HHS;
(2) Failure, for any reason, of the Enhanced Child Care Center, to fulfill in a timely and proper manner its obligation under this contract, including compliance with the approved program and attached conditions, with statutes and executive order, and with such State of Ohio, HHS, and other directives as may become generally applicable at any time;

(3) Submission, by the Enhanced Child Care Center, to the State of Ohio, HHS, and other directives or to the Grantee, of reports that are incorrect or incomplete in any material respect;
(4) Ineffective or improper use of the funds provided under this contract; and
(5) Suspension, termination, or revisions by State of Ohio, HHS program, or others, or the grant to the Grantee under which this contract is made, or the portion thereof delegated by this contract.

If the Enhanced Child Care Center is unable or unwilling to comply with such additional conditions, as may be lawfully applied by the State of Ohio, Health and Human Services or Youngstown Area Community Action Council Head Start, the Enhanced Child Care Center shall terminate the contract by giving at least sixty (60) days written notice to the Grantee, signifying the effective date thereof.

In such event, the Youngstown Area Community Action Council shall require the Enhanced Child Care Center to ensure that adequate arrangements have been made for the transfer of the Enhanced Child Care Center activities to the Grantee (YACAC). In the event of any termination, all property and furnishings, documents, data studies, reports purchased or prepared by the Enhanced Child Care Center under this contract shall be disposed of according to the U.S. Department of Health and Human Services, Youngstown Area Community Action Council, and Head Start directives.

The Enhanced Child Care Center shall be entitled to compensation for any reimbursable expenses reasonable and necessarily incurred in satisfactory performance of this contract. Notwithstanding the above, the Enhanced Child Care Center is relieved of liability to the Grantee by virtue of any breach of this contract by the Enhanced Child Care Center, and Youngstown Area Community Action Council may withhold any reimbursement to the Enhanced Child Care Center for the purpose of set-off until such time as the exact amount of damage due to the Grantee (YACAC) from the Enhanced Child Care Center is agreed upon or otherwise determined.

This agreement shall be governed by and construed according to the laws of the State of Ohio, except where such laws are inconsistent with any applicable federal statutes or regulations.

Q. Effective Date.

This agreement is effective immediately upon joint signatures, to be reviewed annually in March by all signatory parties. Should any part, provision, or clause contained in this agreement be found invalid, it is the intent of the signatory parties hereto that the remainder of this agreement shall be unaffected by any such part, provision, or clause, and shall remain in full force and effect as though the part, provision, or clause had not been contained therein.

R. Amendments.

The provisions of this agreement are divisible. If any such provision shall be deemed invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

S. Covenant Not To Compete.

The Enhanced Child Care Center agrees during the term of this agreement, not to compete with YACAC, directly or indirectly, individually or as an independent contractor, employee, agent, consultant, director, officer, or partner with respect to any Head Start or Early Start grants that YACAC is seeking or may seek.

The Enhanced Child Care Center and YACAC shall, under no circumstances, solicit clients or employees away from each other during the covenant not to compete. If any provision of this covenant is adjudged to be invalid or unfavorable by a court of competent jurisdiction, the court making such determination shall have the power to modify this covenant and, in its modified form such provision shall then be enforced. Part of the consideration provided the Enhanced Child Care Center by YACAC in exchange for the Enhanced Child Care Center's covenant not to compete, is the partnership agreement entered into by both parties in connection therewith.

T. Non-Disclosure.

The Enhanced Child Care Center agrees that during the term of this agreement, it shall not disclose, or utilize, directly or indirectly, any information concerning YACAC and the business of YACAC which was disclosed or made available to the Enhanced Child Care Center during negotiations with YACAC, and subsequent contractual relationships.

The Enhanced Child Care Center acknowledges that it understands that such information is confidential and proprietary, and the Enhanced Child Care Center hereby agrees to keep such information confidential and not to utilize it for its own benefit and not to disclose same absent prior written authorization of YACAC to any competitor or any unauthorized person or entity. A competitor being any organization offering Head Start or Early Start services including, but not limited to, another Head Start grantee or grantor organization.

U. Contract Assurances.

The Enhanced Child Care Center assures the following:

1. The agency or corporation has no known federal, state or local tax liabilities or liens as of this date.
2. The agency or corporation has no known litigation that is pending.
3. When transporting Head Start children, child safety seats will be used in accordance with the laws of the State of Ohio.

4. When transporting Head Start children, all adults will use seat belts in accordance with the laws of the State of Ohio.
5. The agency or corporation will abide by the terms of Public Law 103-227, Part C-Environmental Tobacco Smoke as related to Child Care operations.
6. The agency or corporation will comply with the following certifications and will sign off on each attached certification:
   a. Certification regarding debarment, suspension, and other responsibility matters - primary covered transactions.
   b. Certification regarding lobbying for contracts, grants, loans, and cooperative agreements.
   c. Certification regarding Drug-Free Workplace Requirements.

*V. **Signatures**.*

As representatives of the Enhanced Child Care Center and the Youngstown Area Community Action Council Head Start, in signing this document, all signatory parties commit themselves to upholding the intent of this agreement and an effective delivery system to be effective this _____ day of _____ 19___.

_____	_____
Authorized Representative	Witness
_____	_____
Marcia Rose Walker YACAC Executive Director	Board chairperson
_____	_____
Lois J. Clark YACAC Head Start Director	Head Start Policy Council Chairperson

ATTACHMENT A

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

By signing and submitting this proposal, the Enhanced Child Care Center, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department of Health and Human Services' determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," provided below without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Signature of Authorized Official	Title
Name of Enhanced Child Care Center	Date

ATTACHMENT B

Certification Regarding Lobbying
Certification for Contract, Grant, Loan, and Cooperative Agreement

The Enhanced Child Care Center certifies, to the best of its knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of any agency or member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The language of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantee and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with its commitment providing for the United States to ensure or guarantee a loan, the undersigned shall complete Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature of Authorized Official Title

_____ _____

Name of Enhanced Child Care Center Date

ATTACHMENT C

Certification Regarding Drug-Free Workplace Requirements

By accepting this award, the Enhanced Child Care Center is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require the certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

The Enhanced Child Care Center certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the center's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:
  (1) The dangers of drug abuse in the workplace,
  (2) The center's policy of maintaining a drug-free workplace,
  (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
  (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee by publishing a statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
  (1) Abide by the terms of the statement, and
  (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  (1) Taking appropriate personnel action against such an employee, up to and including termination, or
  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Signature of Authorized Official	Title
Name of Enhanced Child Care Center	Date

ADDENDUM **Payment – Reimbursement Structure**

1. For the period of _____ to _____, in lieu of monetary reimbursement, the Enhanced Child Care Center agrees to accept reimbursement in the form of material goods valued at a minimum of $_____, per the grant submission to the Department of Health and Human Services. Ownership of the material goods will remain with the Enhanced Child Care Center.

2. Enhanced Child Care Center agrees that the definition of material goods includes equipment, supplies, toys, training, furniture, and minor renovations.

3. Effective August 1, 1998, Enhanced Child Care Center agrees to be solely responsible for the repair, maintenance, and replacement of all equipment, supplies, toys, and furniture in its possession.

4. The reimbursement will be for a maximum of ____ age and income eligible Head Start children enrolled at the Enhanced Child Care Center.

5. Effective _____, the Enhanced Child Care Center agrees to submit by the tenth (10^{th}) of each month, the following items: an Attendance Report reflecting the children who attended the previous month, an Inkind Report indicating donated goods and services, and an Invoice for reimbursement.

6. For the period of _____ to _____, YACAC agrees to pay the Enhanced Child Care Center the amount of $6.25 per child per day reimbursement, within thirty (30) days of the submission of the above reports.

7. Effective _____, YACAC agrees to reimburse for a minimum of 240 days and a maximum of 261 days of service within each of the above grant years, providing all provisions of the agreement are being met. The variation in days is reflective of holidays and school closings.

For the period of _____ to _____, Youngstown Area Community Action Council Head Start and the Enhanced Child Care Center are in agreement with the contents of this Partnership Agreement, its Covenants, Attachments – Certifications, and Addendum.

As an authorized representative of their Organization/Child Care Center, the signators agree to mutually work toward providing quality child care services to children and families within Mahoning County.

_____	_____
Authorized Representative	Witness
_____	_____
Marcia Rose Walker YACAC Executive Director	Board Chairperson
_____	_____
Lois J. Clark YACAC Head Start Director	Head Start Policy Council Chairperson

HEAD START

Western Egyptian Economic Opportunity Council

DOROTHY IVANUCK, *Executive Director*

#1 Industrial Park • P.O. Box 7
Steeleville, Illinois 62288
Phone (618) 965-3313
(618) 965-3803
Fax (618) 965-9421

PURCHASE OF SERVICES AGREEMENT

This agreement is made this _____ day of _____, 1999, between Western Egyptian Economic Opportunity Council (hereinafter referred to as "PURCHASER OF SERVICES" or "PURCHASER") and ABC Child Care Development Center, (hereinafter referred to as "PROVIDER OF SERVICES" or "PROVIDER").

WHEREAS, Western Egyptian Economic Opportunity Council, the Purchaser of Services, has received a Grant from the Department of Health and Human Services to administer project Head Start in Perry County in Illinois; and

WHEREAS, ABC Child Development Center desires to be that Provider of Services, representing and warranting that it can provide the services sought by Purchaser pursuant to all of the terms and conditions of the Grant Award and other regulatory requirements imposed by the State of Illinois and other governments and agencies;

NOW THEREFORE, Purchaser of Services and Provider of Services hereby agree as follows:

1. Provider and Purchaser shall collaborate (partnership) to provide the following services for Project Head Start.

   Provider shall provide full day, full year comprehensive early care and education for a maximum of 18 preschool children per day. The children will attend school a maximum of 248 days. Comprehensive services, as described in Head Start Program Performance Standards shall include early childhood education, health services, social services, and parent involvement component. Purchaser shall provide support staff (Head Start Director, Early Childhood Development and Health Services Manager, Health/Nutrition Specialist, Disabilities/Mental Health Specialist, Family and Community Partnership Manager and Family Service Worker) and resources to assist provider in meeting all Head Start early childhood education, health, social services and parent involvement components services to each and every child enrolled in Providers program.

2. Purchaser shall pay Provider for the services purchased in the following manner:

   Purchaser shall pay the sum of $1,400 per month for ABC Child Development Center to provide services for children enrolled in the Head Start Program through the efforts of Provider. This payment will be paid the first of each month.

3. This Purchase of Services Agreement is subject to the following:

   a. The terms and conditions of the Head Start Grant Award received by Purchaser and made available to Provider for inspection and review (which provisions are specifically incorporated here in by reference).

   b. Assurances required by the Department of Health and Human Services of Purchaser set out as an attachment to this Purchase of Services Agreement and labeled as Exhibit "A".

   c. Head Start Program Performance Standards set out as an attachment to this Purchase of Services Agreement and labeled as Exhibit "B".

   d. Licensing and regulatory requirements imposed upon provider by the State of Illinois set out as an attachment to this Purchase of Services Agreement and labeled as Exhibit "C"; and

   e. Provider's assurance that full day, full year comprehensive early care and education services shall be provided <u>for all enrolled Head Start eligible children.</u>

4. Purchaser shall notify Provider in writing at least 30 days in advance of any changes in the terms and conditions of Head Start Grant Award received by Purchaser and Head Start Program Performance Standards which would affect the delivery of services.

5. Purchaser and Provider shall meet at least quarterly or as deemed necessary by either party to address program problems, concerns, or issues. Purchaser shall contact the office at ABC when staff makes random visits or observations.

6. Purchaser shall provide on-going staff training to Provider.

7. Purchaser shall pay, upon invoice, transportation as required for filed trips. Purchaser and provider have agreed that $100 per month wil be allocated with a maximum of $1,200 budgeted for the year. Provider shall have transportation cost billed directly to Purchaser. Provider will limit field trips to the local area with travel not exceeding one hour or more in duration.

8. To ensure enrollment levels: Purchaser shall notify Provider of a child's eligibility for enrollment within 3 working days after receipt of application.

9. One month prior to lapse of Head Start Purchase of Services Agreement, Purchaser and Provider shall attempt to renegotiate agreement.

10. Provider agrees to comply with the terms and conditions of each and every one of the rules, regulations, assurances, standards, licensing requirements and other regulations referred to in paragraph 3. Upon Providers noncompliance with the foregoing, Purchaser shall have the right to terminate this Purchase of Services Agreement immediately.

11. The term of this Agreement shall begin on the 1st day of May, 1999, and end on the 30th day of April, 2000 unless terminated prior to that time by either Purchaser or Provider pursuant to the terms and conditions of paragraph 16.

12. Provider agrees to keep and maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this Purchaser of Services Agreement and to make available all such records, at minimum, shall consist of, but are not limited to, the following categories and/or documents:

    a. Enrollment records that include verification of family income and any other verification required for determining eligibility for Head Start funding. Such verification must meet criteria required by the Administration for Children and Families; and

    b. Attendance records showing the date(s) each child was in attendance at the center.

13. Provider hereby agrees at all times hereafter to indemnify and save harmless Purchaser against any liability, loss, damages or expenses that Purchaser may hereinafter sustain, incur, or be required to pay be reason of any person's personal injury, death, or property loss or damage sustained and suffered because of negligence or carelessness of Provider in providing services, under the terms of this Purchase of Services Agreement. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses cause solely by or resulting solely from the negligent acts or omissions of Purchaser or any of the officers, employees or representatives thereof.

14. Provider shall submit paperwork required by Purchaser weekly, semi-monthly, and monthly.

15. Provider understands that Purchaser has made, and is making, no commitment to renew this Purchase of Services Agreement after the end of the term of this Purchase of Services Agreement.

16. This Purchase of Services Agreement may be terminated immediately by the Purchaser for cause in the event that Provider fails to provide services in full and complete compliance with the terms and conditions of the Grant Award, the Assurances required by the Department of Health and Human Services, the Head Start Program Performance Standards or the licensing and regulatory requirements of the State of Illinois. Purchaser shall also be entitled to terminate this Purchase of Services Agreement on ten (10) days prior written notice in the event that its Grant Award is suspended or terminated or in the even that Provider's source of funds for the services set out above shall be interrupted. Either Purchaser of Provider shall be entitled to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

17. Purchaser and Provider agree that at the conclusion of the term of this Purchase of Services Agreement that Purchaser shall issue final payment to Provider; that Provider shall, upon receipt of final payment, confirm that no further amounts are due and owing; and that Purchaser is discharged from any further obligation to Provider under this Purchase of Services Agreement. Provider further agrees that Provider will assist Purchaser in confirming to funding sources including, but not limited to, the Department of Health and Human Services that full payment has been received and that Purchaser has been discharged from any and all further requirements pursuant to this Purchase of Services Agreement.

IN WITNESS WHEREOF, the Purchaser and Provider have executed this Purchase of Services Agreement as of the date first above written.

PUCHASER OF SERVICES
WESTERN EGYPTIAN ECONOMIC OPPORTUINITY COUNCIL

SEAL

By:_____
Dorothy Ivanuck, Executive Director

ATTEST:

By:_____
Mary J. Frazer, Head Start Director

_____
Secretary

PROVIDER OF SERVICES, ABC CHILD DEVELOPMENT CENTER

By:_____
Vicki McMurray, Director

Revised Draft 2-1-00

Head Start Child Care Partnership Contract
Sioux Falls Head Start Program

This contract is made and entered into on _____ between:

Sioux Falls School District 49-5 Head Start Program
2511 West Brookings Street
Sioux Falls, South Dakota 57104-1710
605-367-4540 - Fax 605-367-6128

and

Name of Child Care Agency
Address
City, SD Zip
Phone and Fax

The agency listed above, and herein referred to as the "Child Care Agency" agrees to provide Head Start services at the following location/s:

Street Address
Sioux Falls, SD zip
Phone number of site

1. **Contract Period**
The effective date of this contract is June 1, 2000 through May 31, 2001. Termination of the contract prior to the end date of the contract period is addressed in item 3.

2. **Service Population**
The Child Care agency agrees to provide services meeting Head Start Performance Standards requirements for a minimum number of _____children and a maximum number of _____ children determined eligible according to Head Start regulations. Eligibility determinations will be made by the Sioux Falls Head Start program staff.

3. **Termination of Contract**
The Child Care agency understands and agrees that this Contract may be terminated by the Sioux Falls Head Start program or the Child Care agency for cause or convenience with a minimum advance notice of thirty (30) calendar days. The Child Care Agency's contract with Sioux Falls Head Start is contingent upon the agency's performance and compliance with performance standards and other applicable regulations while under contract to the Head Start program. Termination or revocation of the contract for cause will result in summary termination of the contract with the Sioux Falls Head Start program.

4. **Family and Program Confidentiality**
The Child Care & Sioux Falls Head Start agencies agree to adopt consistent confidentiality policies. Disclosure of any information concerning any Head Start family for any purpose not directly related to the delivery of Head Start/Child Care services is prohibited, except upon written consent of the parent or guardian.

The Child Care agency understands that the Sioux Falls Head Start program is required to report to the Department of Social Services any incidents of alleged/suspected child abuse or neglect.

5. **Indemnity and Liability Insurance**
Neither party assumes any responsibility to the other party for the consequences of any act of omission of any person, firm, or corporation not a party this agreement. The Child Care agency and Sioux Falls Head Start program agree to protect, indemnify, and hold harmless the elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses of rights of action directly or indirectly attributable to the agency's activities and/or use of the facility in connection with the agreement, except for the sole negligence of either party.

The Child Care agency agrees to carry liability insurance coverage and furnish a certificate of coverage to the Sioux Falls school district at the onset of this contract.

6. **Licensure**
The Child Care agency agrees to maintain a Child Welfare license to operate as a Day Care center issued by the South Dakota Department of Social Services. Child Care agency agrees to comply with all applicable state child care regulations and laws.

7. **Emergencies/Changes in Agency Services**
The Child Care agency agrees to notify Sioux Falls Head Start program within 24 hours if any facility or staff emergencies require closure or change of service delivery.

8. **Hours of Operation**
Child care agency defines their hours of service for child care. Head Start enhancement services for families will be defined as 240 days per year. Child Care agency will define the minimum four hours in the day that enhancement services are provided for Head Start children as:

_____.

9. **Compensation**

The Child Care agency is entitled to collect all fees and subsidies according to their established policy for child care services rendered.

The Child Care agency agrees to accept ___ month from Sioux Falls Head Start for each Head Start slot and agrees to guarantee _____ slots for Head Start children. The Child Care agency may accept additional slots if families eligible according to Head Start and Child Care Assistance regulations are identified in the service area and an addendum will be issued. These funds are provided as enhancement dollars to provide Head Start services as well as be used as partial tuition support for those families not on full subsidy.

If the Care Care agency has an open slot and refuses to enroll a Head Start child, the monthly allotment paid will be reduced by $173/slot for each child refused. When the Head Start slot is filled, the funds will be restored, unless they have been re-allocated to another Child Care site as a result of no open slots.

The Child Care agency agrees to allow a maximum of $100/month of this payment to be used as a tuition subsidy for the Head Start parent's co-payment, to be determined by the amount of the parent co-pay that is not covered by Child Care Assistance.

The Child Care agency will submit claims for Head Start reimbursement on or before the _____ day of the month. Sioux Falls Head Start will pay agency claims within 14 days of receipt of claim. Payment will be delayed if required paperwork is not submitted. Falsification of records or reports by either party will be grounds for immediate termination of this contract by the Sioux Falls Head Start program.

If the contract is terminated either by the Child Care agency or Sioux Falls Head Start, the Child Care agency remains obligated to submit reports as required by Sioux Falls Head Start.

Either party reserves the right to re-negotiate the number of slots based on identified needs of Head Start eligible families annually. Process for re-negotiation will be:

1) In March, Sioux Falls Head Start Director will review needs of families currently enrolled as well as families on the waiting list, community assessment data, management system reports and other pertinent data.
2) Sioux Falls Head Start and the child care agency will meet to share the information and analysis of family needs during the month of April.
3) New contracts will be finalized by May 1.

10. Required Training and Meetings

The Child Care agency agrees to ensure attendance at all meetings identified in Sioux Falls Head Start timeline to be outlined in an attachment.

Head Start is required to provide training that conforms to Head Start regulations. Child Care staff may attend any scheduled Head Start training. Sioux Falls Head Start agrees to provide training for child care staff at alternate hours and pay a stipend of $10 to child care staff attending any training offered by Head Start as identified in the Sioux Falls Head Start training plan. Additional training subsidies may be available upon request and within the parameters of the Sioux Falls Head Start budget.

11. **Compliance with Head Start Performance Standards**
The Child Care agency agrees to comply with all Head Start performance Standards and other applicable regulations provided by the Sioux Falls Head Start program.

12. **Quality Assurance and Self-Assessment**
The Child Care agency agrees to participate with or permit Sioux Falls Head Start staff to conduct on-site assessment for the purpose of ensuring quality services in compliance with Head Start performance standards and other applicable regulations.

13. **Nutrition and Meal Service**
The Child Care agency agrees to enroll in the Child and Adult Care Food Program and to serve meals and snacks which meet CACFP requirements. The Child Care agency agrees to work with the Head Start nutrition coordinator to plan menus and review meal service.

14. **Equipment/Materials/Supplies**
The Child Care agency agrees to be responsible for all equipment, toys and play materials loaned by the Sioux Falls Head Start program and will replace any equipment damaged by other than normal use.

The Child Care agency agrees to maintain an inventory of all equipment purchased with Head Start funds. If the contract is terminated, Sioux Falls Head Start program will require the return of equipment.

15. **Changes or modifications and contract amendments**
This Contract may be amended or renewed by the mutual agreement of both parties. This document supersedes any and all other arrangements, oral or written, between the Child Care agency and the Sioux Falls Head Start program.

Sioux Falls Head Start may initiate unilateral changes in the services to be Performed, or in the funding level, when such changes are necessitated by revisions in federal Head Start regulations or funding.

Changes in contract terms by either party will be requested in writing 30 days prior to the effective date of change and incorporated into with agreement with a written amendment.

Signatures

_____	_____
Authorized Representative Agency Name	Date
_____	_____
Authorized Representative Sioux Falls Head Start	Date
_____	_____
Authorized Representative Sioux Falls School District	Date